



**South Carolina Department of Health  
and Environmental Control**

**Division of Procurement Services**

**Competitive Best Value Bid**

Solicitation No.: CBVB-33472-4/29/08-EMW

Date Issued: April 9, 2008

Procurement Officer: E. Madison Winslow

Phone No.: (803) 898-3487

E-mail Address: [winsloem@dhec.sc.gov](mailto:winsloem@dhec.sc.gov)

DESCRIPTION: Complete "turn-key" Quadrupole Inductively Coupled Plasma-Mass Spectrometer (ICP/MS) System, including all components and applications software and trade-in of an existing Thermo Jarrell Ash PQ Excel ICP/MS, for the South Carolina Department of Health and Environmental Control

*The Term "Offer" Means Your "Bid" or "Proposal"*

SUBMIT OFFER BY (Opening Date/Time): **April 29, 2008 2:30 pm ET** See provision entitled "Deadline For Submission Of Offer"

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and five (5) copies so marked**

QUESTIONS MUST BE RECEIVED BY: **April 16, 2008 2:30 pm ET** See provision entitled "Questions From Offerors"

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

| MAILING ADDRESS:  | PHYSICAL ADDRESS:  |
|---|--|
| SC DHEC - Division of Procurement Services<br>Bureau of Business Management<br>2600 Bull Street<br>Columbia, S.C. 29201 | SC DHEC - Division of Procurement Services<br>Bureau of Business Management<br>2600 Bull Street, Room 1200 - Aycock Bldg.<br>Columbia, S. C. 29201 |

**Offer Must Be Sealed.** See provision entitled "Submitting Your Offer"

**AWARD &  
AMENDMENTS**

Award will be posted on **or after May 8, 2008**. The award, this solicitation, and any amendments will be posted at the following web address: <http://www.scdhec.net/procurement>

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of sixty (60) calendar days after the opening date.

NAME OF OFFEROR

(Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY:

(Check one)

AUTHORIZED SIGNATURE

(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

TITLE

(Business title of person signing above)

PRINTED NAME

(Printed name of person signing above)

DATE

☐ Sole Proprietorship

☐ Partnership

☐ Corporation (tax-exempt)

☐ Corporate entity (not tax-exempt)

☐ Government entity (federal, state, or local)

☐ Other

(See provision entitled "Signing Your Offer".)

Instructions regarding offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

OFFEROR'S HOME OFFICE ADDRESS

(Address for the offeror's principal place of business)

CITY

STATE

ZIP CODE

PHONE

FACSIMILE

E-MAIL

STATE OF INCORPORATION

(If offeror is a corporation, identify the State of Incorporation.)

TAXPAYER IDENTIFICATION NO.

(See provision entitled Taxpayer Identification Number)

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

**PAGE TWO**

**(Return Page Two with Your Offer)**

|   |                      |   |                      |  |               |                      |               |                      |  |  |  |
|---|----------------------|---|----------------------|--|---------------|----------------------|---------------|----------------------|--|--|--|
| <b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)  |                      | <b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)   |                      |  |               |                      |               |                      |  |  |  |
|   |                      | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Area Code</td> <td style="width:25%;">Number</td> <td style="width:15%;">Extension</td> <td style="width:45%;">Facsimile</td> </tr> <tr> <td colspan="4">E-mail Address</td> </tr> </table> |                      | Area Code  | Number        | Extension            | Facsimile     | E-mail Address       |  |  |  |
| Area Code   | Number               | Extension   | Facsimile            |  |               |                      |               |                      |  |  |  |
| E-mail Address  |                      |   |                      |  |               |                      |               |                      |  |  |  |
| <b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)   |                      | <b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)   |                      |  |               |                      |               |                      |  |  |  |
| † Payment Address same as Home Office Address<br>† Payment Address same as Notice Address (check only one)  |                      | † Order Address same as Home Office Address<br>† Order Address same as Notice Address (check only one)  |                      |  |               |                      |               |                      |  |  |  |
| <b>ACKNOWLEDGMENT OF AMENDMENTS</b><br><br>Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.<br><br>See "Amendments to Solicitation" Provision  | Amendment No.        | Amendment Issue Date  | Amendment No.        | Amendment Issue Date   | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |  |  |  |
|   |                      |   |                      |  |               |                      |               |                      |  |  |  |
|   |                      |   |                      |  |               |                      |               |                      |  |  |  |
| <b>DISCOUNT FOR PROMPT PAYMENT</b><br>See "Discount for Prompt Payment" clause  | 10 Calendar Days (%) | 20 Calendar Days (%)  | 30 Calendar Days (%) | _____ Calendar Days (%)  |               |                      |               |                      |  |  |  |
| <b>PREFERENCES – SC RESIDENT VENDOR PREFERENCE</b> (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law. |                      |   |                      | <b>OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE.</b> _____<br><br><b>*ADDRESS AND PHONE OF IN-STATE OFFICE</b><br><br>† In-State Office Address same as Home Office Address<br>† In-State Office Address same as Notice Address<br>(CHECK ONLY ONE) |               |                      |               |                      |  |  |  |
| <b>PREFERENCES – SC/US END-PRODUCT</b> (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.                                |                      |   |                      | <b>IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE.</b><br><b>OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.</b>                    |               |                      |               |                      |  |  |  |

End of Page Two

**Solicitation Outline**

- I. Scope of Solicitation**
  - II. Instructions to Bidders**
    - A. General Instructions**
    - B. Special Instructions**
  - III. Scope of Work / Specifications**
  - IV. Information for Offerors to Submit**
  - V. Qualifications**
  - VI. Award Criteria**
  - VII. Terms and Conditions**
    - A. General**
    - B. Special**
  - VIII. Bidding Schedule**
  - IX. Attachments to Solicitation**
    - A. Important Tax Notice – Nonresidents Only**
    - B. Income Tax Credit**
    - C. Bidder's Checklist**
    - D. Provisions and Clauses by Reference (Materials Management Office)**
- 

**I. Scope of Solicitation**

It is the intent of the State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC) to solicit by Competitive Best Value Bid to purchase a complete "turn-key" Quadrupole Inductively Coupled Plasma-Mass Spectrometer (ICP/MS) System, including all components and applications software and trade-in of an existing Thermo Jarrell Ash PQ Excel ICP/MS, in accordance with all requirements stated herein.

**ACQUIRE SERVICES & SUPPLIES/EQUIPMENT (JANUARY 2006)** The purpose of this solicitation is to acquire services and supplies/equipment complying with the enclosed description and/or specifications and conditions.

**MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006):** July 1, 2009, through June 30, 2014. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

**INITIAL CONTRACT PERIOD:** From July 1, 2009, through June 30, 2010.

A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed four (4) additional one-year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify SCDHEC's Division of Procurement Services of its intention in writing ninety (90) days prior to the anniversary date.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

**II. Instructions to Offerors -- A. General Instructions**

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BOARD – means the South Carolina Budget & Control Board.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT - See clause entitled “Contract Documents & Order of Precedence.”

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER – means the bid or proposal submitted in response this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

OFFEROR – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (DHEC – FEBUARY 2007) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.scdhec.gov/procurement/> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION (JUNE 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

**BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006)** By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD (JANUARY 2006)** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

**BID IN ENGLISH & DOLLARS (JANUARY 2006)** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**BOARD AS PROCUREMENT AGENT (DHEC FEBRUARY 2007)** (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Department of Health and Environment Control acting on behalf of DHEC pursuant to the Consolidated Procurement Code.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)**

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

# **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

## **BID NUMBER: CBVB-33472-4/29/08-EMW**

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**CODE OF LAWS AVAILABLE (JANUARY 2006):** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

**COMPLETION OF FORMS / CORRECTION OF ERRORS (JANUARY 2006):** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

**DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006)** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

**DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006)** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended

**DUTY TO INQUIRE (JANUARY 2006)** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

**ETHICS ACT (JANUARY 2006)** By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

**OMIT TAXES FROM PRICE (JANUARY 2006):** Do not include any sales or use taxes in your price that the State may be required to pay.

**PROTESTS (JUNE 2006)** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [§ 11-35-4210]

**PUBLIC OPENING (JANUARY 2006)** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

**QUESTIONS FROM OFFERORS (JANUARY 2006):** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

**REJECTION/CANCELLATION (JANUARY 2006)** The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

**RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006)** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

### **BID NUMBER: CBVB-33472-4/29/08-EMW**

---

expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit.***

**SIGNING YOUR OFFER (JANUARY 2006)** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**STATE OFFICE CLOSINGS (JANUARY 2006)** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: [http://www.scemd.org/scgovweb/weather\\_alert.htm](http://www.scemd.org/scgovweb/weather_alert.htm).

**SUBMITTING CONFIDENTIAL INFORMATION (AUGUST 2002):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

**SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006)** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JANUARY 2006)** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

**TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006):** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**VENDOR REGISTRATION MANDATORY (JANUARY 2006):** You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select "New Vendor Registration." (To determine if your business is already registered, go to "Vendor Search".) Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting "Change Vendor Registration." (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>.)

**BID NUMBER: CBVB-33472-4/29/08-EMW**

## II. Instructions to Offerors – B. Special Instructions

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

**DISCUSSION WITH BIDDERS (JANUARY 2006)** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

**PROTEST – CPO - MMO ADDRESS (JUNE 2006):** Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us), (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**UNIT PRICES REQUIRED (JAN 2006):** Unit price to be shown for each item.

### **III. Scope of Work/Specifications**

#### **Delivery Conditions**

Deliveries shall be FOB destination, freight prepaid. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier.

**DELIVER TO ADDRESS:** SCDHEC Environmental Quality Control  
EQC Laboratories  
8231 Parklane Road  
Columbia, SC 29223

**OPERATIONAL MANUALS (JAN 2006):** Unless otherwise specified, contractor shall provide one operational manual for each item acquired.

**QUALITY – NEW (JAN 2006):** All items must be new.

#### **Background/Introduction**

The Analytical and Radiological Environmental Services Division of the SCDHEC Environmental Quality Control Laboratories must maintain a turnkey analytical system with properly interfaced software and hardware. In order to maintain EPA certification for the Safe Drinking Water Act, a high instrument performance is required. Proper instrument calibration and data reporting is mandatory to ensure compliance with regulations.

#### **Specifications**

The spectrometer shall consist of an inductively coupled plasma ion source, a quadrupole mass filter, and an ion detection system. A micro computer system and necessary software shall be provided for instrument control and for data acquisition, reduction, presentation, and storage. The spectrometer system shall include all equipment necessary for the maintenance of high vacuum and the introduction of samples by conventional solution nebulization. All other equipment, special tools, and software necessary for the operation of the system in accordance with the requirements of this specification shall be provided. The function of the Inductively Coupled Plasma Mass Spectrometer (ICP-MS) System shall include the introduction, atomization, ionization and mass analysis of dissolved samples so the qualitative identification, quantitative composition and isotopic composition of the elemental constituents of the samples can be determined.

The bids must include delivery, installation, setup, familiarization, and one year of a manufacturer's standard warranty. The manufacturer of the equipment must be the provider of maintenance.

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

### **BID NUMBER: CBVB-33472-4/29/08-EMW**

Complete "turn-key" Quadrupole Inductively Coupled Plasma-Mass Spectrometer (ICP/MS) System, including all components and applications software, must meet or exceed the following specifications:

#### **General System Specifications**

1. Liquid sample introduction system, Radio Frequency (RF) plasma ion source, single lens focusing system, quadrupole mass filter, dual stage discrete dynode detector, all under computer control dynamically as system analyzes element to element.
2. Automatic system startup, shutdown and optimization and computer controlled instrument tuning for optimum performance.
3. Lens transmission voltage and quadrupole resolution settings are dynamically scanned as each element is analyzed.
4. All spectrometer components, including vacuum pumps contained in a single cabinet with venting/cooling design for clean room usage.
5. All analytical system operations from component optimization to methods development to calibration to analysis to reports are performed using a single software program.
6. Full system uses single-phase power and remains in specification as laboratory temperature varies 10 to 35°C at up to 2°C per hour.
7. Heat exchanger to cool interface.
8. Full compliance with US EPA methodology for Method 200.8 and SW- 846 Method 6020.

#### **INDUCTIVELY COUPLED PLASMA ION SOURCE:**

1. The configuration of inductively coupled plasma ion source shall consist of a 40 MHz radio frequency RF generator with output power continuously variable from 500 to 1600 watts. The system must be designed to meet the following certification requirements for RF emission.
  - a) *CAN CSA C22.2 No. 1010-1; Safety Requirements for Electrical Equipment for Measurement, Control and Laboratory Use*
  - b) *UL Std. No. 3101-1; Electrical Equipment for Laboratory Use*
  - c) *FCC Part 15, Class A*
  - d) *SEMI S2-93A "Safety Guidelines for Semiconductor Manufacturing Equipment"*
2. Impedance matching should be automatic and power levels should be maintained by a feedback circuitry. All support gases (argon) must have safety interlocks.
3. The configuration of radio frequency generator should meet or exceed the following specifications:
  - a) Free running cavity tuned design in order to rapidly adjust to different sample conditions. A separate mechanical impedance matching network should not be required.
  - b) To ensure system reliability and maximum up time, the RF generator should be of a design which has no moving mechanical components other than cooling fans.
  - c) To ensure electrical safety and reliability the RF coil should not require water cooling.
  - d) RF power output shall be continuously variable from 500 watts to 1600 watts.
  - e) To minimize installation costs, the RF generator system should operate with standard

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

single-phase AC power supplied in the range from 200 to 240 volts at 30 amps. In order to keep the overall system simple, mechanically rugged, and minimize space requirements, no additional transformers or voltage/frequency adjustment devices should be required.

- f) The RF generator must electrically decouple the plasma from the ion optics and allow independent adjustment of the ion optic parameters and the plasma conditions.
  - g) Plasma torch to Spectrometer alignment shall not need x and y adjustment for routine day to day sample analysis. For realignment after system maintenance, a quick x and y adjust shall be provided using computer monitor display while plasma is running.
  - h) Plasma torch shall not need adjustment in z (depth) direction for any ICP-MS applications.
- 4. The ignition shall be a single mouse click operation, which allows generator warm-up, initiation of gas flows, and opening of the isolation (gate) valve. A safe sequential shutdown operation should be initiated with a single click.
  - 5. The mass spectrometer assembly shall be mounted on a movable carriage. Alignment of the sampling interface assembly to the torch shall be accomplished through two controls. Both the up/down and the in/out positioning of the quadrupole/interface assembly shall be operable while the plasma is on. It should be possible to remove and replace both the sampler and the skimmer cones and then to have the system fully operational immediately, without the need for a time consuming torch alignment procedure. The plasma position shall be safely viewed and the operator must never be exposed to unshielded RF or stray UV emission while making the torch alignment adjustment.
  - 6. The RF generator, interface, and system software should provide the operator with the ability to run the RF generator as low as 500 watts in order to use a low temperature plasma. This minimizes the formation of argon and argon polyatomic ions and allows quantitation of element masses such as  $^{40}\text{Ca}$  and  $^{56}\text{Fe}$  in clean solutions.
  - 7. In order to provide the greatest reliability possible, the instrument shall have the capability of igniting the plasma in the same position as will be used for the analysis of samples, thus eliminating the need for a torch alignment procedure after each plasma ignition.
  - 8. The system should allow switching from normal plasma temperature to lower temperature plasma conditions by software control only and not require mechanical changes to the system. Devices designed to reduce secondary discharge but which reduce performance at higher RF power settings are to be avoided.

### **NEBULIZER AND SPRAY CHAMBER:**

- 1. A nebulizer and spray chamber shall be provided which are resistant to attack by all acids and mixture of acids. The nebulizer gas flow should be controlled by a mass flow controller. The spray chamber shall be free of memory effects (Such as the Scott design). The spray chamber shall be mounted external to the instrument housing so that cooling of the spray chamber is not needed. All instrument performance specifications shall be performed without the cooling of the spray chamber.
- 2. The ICP-MS sample introduction system shall meet or exceed the following requirements:
  - a) The plasma torch shall be of a one piece demountable design in order to ensure easy maintenance and minimal component replacement costs.
  - b) The spray chamber shall be constructed of a material which is resistant to attack by high

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

### **BID NUMBER: CBVB-33472-4/29/08-EMW**

---

acid concentrations including hydrofluoric acid. Chance of sample carry over shall be reduced by directly mounting the spray chamber to the base of the torch. Designs that require a transfer tube from the spray chamber to the base of the torch should be avoided.

- c) Sample rinse out time for 100 µg/L Rh solution shall be 30 seconds or less with respect to the analyte signal decreasing from 100% to 0.1% of the original ion count intensity.
- d) Torch aerosol injector tubes with internal diameters from 0.85mm to 2.0 mm shall be provided as standard equipment. This will ensure that solvents ranging from the extremely volatile, such as xylene, to low-volatility liquids, such as water, can be analyzed without difficulty.
- e) Sample introduction components must be mounted outside torch enclosure to eliminate the need for extraneous spray chamber cooling hardware and for easy access of alternate components.
- f) The following nebulizer types shall be offered by the manufacturer as standard equipment listed in the vendor's catalog to assure rapid availability from a single source:
  - Babington
  - Cross-flow
  - Meinhard concentric
  - Microconcentric
  - Ultrasonic

#### **PERISTALTIC PUMP:**

An integrated close-coupled three channel peristaltic pump to stabilize the transfer rate of sample solution to the nebulizer shall be provided. The peristaltic pump speed will be continuously variable from 0 to 48 rpm. The pump shall be controllable through the system computer. The peristaltic pump shall be mounted on the exterior of the torch housing to avoid degradation from chemical attack.

#### **ION EXTRACTION:**

1. Ion extraction from the plasma shall be accomplished by a two-cone (sampler and skimmer) type interface. In order to minimize clogging by complex sample matrices, the sampling cone orifice diameter shall be 1.1 mm or greater. The sampling cone tip shall be constructed of a material such as nickel or platinum which will not significantly erode during normal operation. The sampling cone shall be removable for servicing without venting the high vacuum portion of the spectrometer. The mounting of the cones shall be of a user friendly design such that an operator cannot accidentally damage the tip of the skimmer cone while mounting or removing the sampler cone.
2. The skimmer cone shall define the boundary between the first and second stage of vacuum. The skimmer cone tip shall be constructed of nickel or platinum. Skimmer cone servicing shall be accomplished without the need of venting the high vacuum portion of the spectrometer. In order to minimize clogging by complex sample matrices, then the skimmer cone orifice diameter shall be greater than 0.9 mm.
3. No ions due to the materials used in the sample and skimmer cones shall be observed in the background spectrum. For Ni, the detection limits should be <0.1 µg/L. The major orifice element shall have a count rate less than the observed from a 0.05 µg/L concentration of the element even when the nebulizer flow rate is running at its optimized level (0.4-1.1 L/min and the plasma power (1.0 - 1.5 KW).

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

### **BID NUMBER: CBVB-33472-4/29/08-EMW**

---

4. To facilitate speed of maintenance, the cones should be mounted by an arrangement other than threaded screws.

#### **ION FOCUSING LENS SYSTEM:**

1. The ion lens must consist of a single component which is automatically adjusted for each element across the mass range during each mass scan, by computer control to maximize element signal intensity and minimize matrix interference. The ion focusing system should consist of a single lens and must be preceded by a shadow stop to eliminate the noise from photons and neutrals produced by the plasma.
2. The shadow stop must prevent the contamination of the ion focussing system by intercepting non-ionized material produced by the plasma.
3. The lens system must be a user serviceable and replaceable item. The lens system should be able to be completely disassembled, reassembled, and replaced within a short period of time by the operator.
4. The lens system must not use any small parts, including electrical spacers, screws, and washers that can become lost during maintenance procedures.
5. The lens system must not use components that could be inadvertently reassembled in improper order during routine maintenance, rendering the instrument unusable.

#### **QUADRUPOLE MASS FILTER:**

1. Appropriate ion optics shall be provided which give stable and high quality ion focusing for all portions of the mass spectrum. A design utilizing a single ion lens whose voltage can be continuously varied during a mass scan is preferred. Systems that use a fixed lens voltage for all portions of the mass spectrum are not as effective at reducing matrix interferences. Since the ion lens of ICP-MS instruments accumulates sample matrix components over time, the lens should be capable of being cleaned or replaced by the operator and not require a skilled service engineer. A spare lens should be readily available from the manufacturer and must be of a single component design. This will allow the user to have a clean lens available for a quick switch when needed.
2. Safety interlocks shall be provided and they shall automatically shut off the radio frequency voltage in the event of normal operating limits being exceeded. Those shall include, but are not limited to the following: Argon gas pressure and flows, all RF enclosure interlocks, cooling water temperature and pressure, quadrupole area vacuum, turbomolecular pump temperature, isolation valve, torch compartment and interface temperatures, and status of plasma discharge.
3. The mass calibration stability shall be better than 0.05 amu/day. The quadrupole power supply (qps) shall be thermostatted so that stability performance can be maintained in a laboratory whose ambient temperature is from 15 °C to 30 °C (59 °F to 86 °F) with a change not exceeding 2.8 °C (5 °F) per hour.
4. For best stability, quadrupole rods should be constructed of a material which has a very low coefficient of thermal expansion. Rods constructed of ceramic material with a gold metallized bonding are preferred. Quadrupole rods made of materials such as molybdenum hardened stainless steel are subject to dimensional changes from heat generated during operation. This mechanical instability can seriously affect the performance of the quadrupole.

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

### **ION BEAM DETECTION:**

1. A Dual Stage Discrete Dynode Electron Multiplier (DSDDEM) shall be used as the ion beam detector. The DSDDEM readout electronics should provide for concurrent monitoring of analog and digital (pulse) ion count signals during a single mass scan. The DSDDEM should have a count response range of  $2 \times 10^9$  counts/sec or greater without the need for a sample prescan that can greatly reduce the system's ability to measure fast transient signals.
2. The DSDDEM shall be protected from high ion currents with an automatic system of suitable design. The detector protection system must be always functional in all modes of analysis and never require the operator to set its threshold level or to reset it during its use.
3. The system supplied must be capable of automatically completing a mass scan if an overrange condition is encountered during the scan. This capability must be functional in all operational modes of the detector.

### **VACUUM CHAMBER AND PUMPS:**

1. The vacuum units shall consist of at least 2 direct-drive rotary pumps and a dual-inlet turbomolecular pump. Vacuum shall be maintained in the ion optics and quadrupole sections at all times. The turbomolecular pump should be side-mounted in order to minimize the possibility of solid material dropping into the rotating pump blades and causing damage. All roughing pumps shall be mounted inside of housing and vented to reduce any noise or heat that could enter the laboratory. The option to locate the roughing pumps outside the instrument must be available. The turbomolecular pump must have the capability to be fitted with an inert gas bearing purge to prevent damage from corrosive vapors generated during the analysis of phosphoric acid.
2. An electropneumatic isolation valve shall be placed between the first and final vacuum stages. The valve shall automatically close if any of the vacuum levels exceed preset safety monitor values.
3. Under normal operating conditions the final vacuum stage shall provide a normal operating (gate valve open) pressure of  $2.5 \times 10^{-5}$  Torr or lower. A pressure monitor gauge shall be provided and if the vacuum exceeds a preset safety monitor level, the system shall shut off automatically.

### **SAFETY AND INTERLOCKS:**

1. The system shall provide interlocks which are independent of the computer and if levels are exceeded, the interlocks shall:
  - a) remove the DC and RF voltages to the quadrupole
  - b) shut down the turbomolecular pump and remove voltage to the DSDDEM
  - c) backfill the vacuum chambers with argon to prevent back diffusion of atmospheric gases and moisture.
2. The safety interlocks shall automatically shut down the system if preset limits are exceeded. The interlocks shall check the vacuum level, argon flow and pressure, water flow and temperature, the torch compartment temperature, gate valve status, plasma status, interface temperature, and turbomolecular pump temperature and rpm.

### **AUTOSAMPLER:**

A free-standing computer-controlled autosampler with a built-in recirculating wash station is to be provided with the system. Interchangeable polypropylene sample racks are to be provided. The autosampler must have a minimum capacity of 290 positions. Optional trays should be available that can increase the capacity of the

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

### **BID NUMBER: CBVB-33472-4/29/08-EMW**

---

autosampler. Auto sampler should be upgradeable to allow for fast analysis using a 6 port switching valve and built in diaphragm pump for loading and rinsing samples.

#### **WATER CHILLER:**

Efficient thermal management within the instrument shall allow the use of a recirculating heat exchanger rather than a chiller when laboratory air temperatures do not exceed 30°C.

#### **DATA ACQUISITION AND INSTRUMENT CONTROL SYSTEM:**

Operating software must be pre-installed to ensure correct operation during installation of ICP-MS.

- Model: Dell OptiPlex® OptiPlex 755, 2.3 GHz Intel® Core 2 Duo, 1333 MHz Front Side Bus (FSB), 4M L2 cache
  - Chassis: Mini Tower (MT)
  - Factory Installed Operating System: Microsoft® Windows® XP Professional SP2
  - Memory: 1 GB, Non-ECC, 667 MHz, DDR2, 2 x 512MB, Four DIMM slots
  - Hard Drive: 160 GB SATA, 7200 RPM
  - Networking: Intel 82566DM Gigabit5 LAN --10/100/1000 Ethernet with Remote Wake Up and PXE support
  - External I/O Ports: 9 USB 2.0 (2 front, 6 rear, 1 internal), 1 Ethernet (RJ45), 2 serial (9-pin) (16550 compatible), 1 parallel (25-hole, bidirectional), 1 VGA out
  - Expansion Slots: 2 PCI up to 4.2" H x 11" L, 1 PCIe x1 up to 4.2" H x 9" L, 1 PCIe x16
  - Removable Media: 16x DVD+/-RW SATA
  - Video: Integrated video, Intel® GMA3000
  - Floppy Drive 3.5" 1.44MB diskette drive standard
  - Mouse: Dell USB 2-button optical mouse with scroll
  - Keyboard: Dell USB Keyboard (No Hot Keys)
  - Audio: Integrated ADI 1984 High Definition Audio
  - At least a 20 inch LCD Flat Panel Monitor
  - HP Laser Printer or comparable printer
- Warranty: Next Business Day parts and Labor, on-site response for three years

The system software must provide the following capabilities:

1. Allow measurement of analyte concentration from low parts-per-trillion (ppt) up to greater than 50 parts-per-million (ppm) within a single mass scan, utilizing a single detector sensitivity setting.
2. Provide for printing an operator-specified message after each element in each sample is completed. The message should be specific to at least two result criteria, such as "result below detection limit" or, "result higher than calibration range." The software must select the appropriate message based on the sample results.
3. Provide for user-defined quality control sample criteria. If a quality control sample result is outside a user-specified range, the system must perform one of the following tasks, specified by the user at the start of the analysis:
  - Rerun the quality control sample.
  - Recalibrate and rerun all samples analyzed since the last successful quality control sample determination.
  - Continue the analysis
  - Terminate the analysis.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

4. Allow specification of an analytical method, which allows a set of samples to be analyzed for a different analytes at user-specified masses, in an automated manner, without operator intervention.
5. Allow the rinse time before the next sample to be automatically increased if the previous sample concentration is above a specified range. The rinse time must automatically be reset to the selected shorter time if the next sample concentration is within a specified range.
6. Allow the user to set range limits on the following calibration parameters:
  - Slopes of the calibration curves.
  - Intercepts of the calibration curves.
  - Correlation coefficients for each element calibration curve.
7. Identify two samples as duplicates, and set agreement limits on the analyte concentrations.
8. Set acceptable recovery ranges on spikes.
9. Set drift limits for internal standard elements.
10. Provide calibration curve data fit types to include but not be limited to the following:
  - Linear least squares.
  - Weighted linear least squares.
  - Forced-through-zero linear least squares.
11. System software must retain all sample data to satisfy complete EPA data audit criteria.
12. System software must provide the following data treatment modules:
  - Graphics.
  - Semiquantitative analysis
  - Quantitative Analysis
  - Isotope Ratio.
  - Isotope Dilution.
13. The system software must allow scans of at least 250 isotopes with any six isotopes concurrently displayed graphically in real time. This function is required in order to rapidly tune the response of the mass spectrometer over the full mass range.
14. The system software and control interface should allow for up to 20 mass resolution settings in a single scan. This is needed in order to maximize resolution where spectral overlaps are a problem, while providing normal resolution and sensitivity in other mass regions.

**APPLICATION SOFTWARE:**

1. The contractor shall provide all software necessary to fully operate the ICP-MS system.
2. The software must support quantitative analysis, isotope ratio, the method of standard additions, method of standard addition calibration, and isotope dilution analysis. Data files shall be exportable in flat ASCII files to other programs.
3. The analysis program must allow the for the determination of at least 250 specified analyte species in the sample.

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

### **BID NUMBER: CBVB-33472-4/29/08-EMW**

---

4. The system shall provide at least these scanning modes, but not be limited to: peak hopping, one to 20 analyzer channels/peak; full mass scan, one to 20 analyzer channels/mass; segmented mass scan, one to 20 analyzer channels/mass; single ion monitoring, one to 20 analyzer channels/mass.
5. The software must allow optimization of the complete ion path with one solution and one click in the software. The one button optimization should include, nebulizer gas flow, lens voltage, mass tuning, pulse and analog stages of the detector.
6. A parameter entry mode shall be provided which defines the procedures to be used for analyses including, but not limited to, elemental and isotopic ratio measurements, calibration standards, and isotopic dilution measurements. The parameter entry mode shall allow the user to set parameters for analyses including, but not limited to, scan time, number of scans to be made, number of times to repeat a set of scans, mass region to be scanned, and a mass scanning mode.
7. The system must offer at least three types of calibration regression methods: linear, linear forced through zero, and weighted linear. Calibration curve shall be displayed and printed either on a linear intensity axis or a logarithmic axis.
8. Printed data reports shall have, but not be limited to: time and date stamp on each page (EPA required); actual concentration; calculated concentration; units; slope; intercept; correlation coefficient; and standard errors.
9. To assure that the system can be upgraded in the future, the system software shall be capable of interfacing with and operating a commercially available Flow Injection accessory (FIAS). It must also be capable of supporting third party sampling systems like the CETAC ASX-5X0 Autosampler, ADX-500 Autodilutor and LSX-200 Laser Ablation System.
10. Turnkey Methods for the analysis of samples by USEPA Methods 200.8 and 6020 shall be included along with the standard operating procedures.
11. The report generator must be fully integrated into the systems operating software to assure integrity of the data at all times. Systems that use a third party software, such as Microsoft® Excel® are to be avoided.
12. The software shall monitor at least 70 instrument parameters and provide data of these parameters to the operator at the instrument controller.

#### **SYSTEM CAPABILITIES:**

1. Mass Range: The system shall allow routine mass analysis of ion having a mass-to-charge (m/z) ratio between 1 and 269 atomic mass units (amu).
2. Mass Resolution must be adjustable on-the-fly in a multielement run from 0.3 amu to 3.0 amu.
3. Dynamic Range: The system shall be capable of providing a linear dynamic range of analysis of at least 8 orders of magnitude with a deviation from linearity of no greater than 5%.
4. Abundance Sensitivity shall be adjustable to better than  $10^7$  at 1 AMU higher and to  $10^6$  at 1 AMU lower than the mass of interest.
5. Background: Stability of the background defined as standard deviation of the background signal shall be < 5 cps at mass 220.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

6. Cross Contamination and Memory Effects: Under normal operating conditions and excluding elements fundamentally associated with plasma or water, the signal level for most elements shall be less than 0.1% of the original level within 30 seconds of ending sample aspiration. Elements like Hg and B which have recognized long wash-out times shall be excluded from this test.
7. Multiple-Charged Ions: Under normal operating conditions, the peak intensity of the barium doubly charged ion shall have an intensity no greater than 3% of the intensity of the corresponding singly-charged barium ion.
8. Mass Calibration Stability: Mass calibration shall remain constant so that a minimum of three mass peaks may be reproductively located to within 0.05 amu over an 8 hour time period without the use of multiple point peak searching algorithms.
9. Long Term Stability: Long term stability defined as the standard deviation of the mean signal for  $^{24}\text{Mg}$ ,  $^{63}\text{Cu}$ ,  $^{114}\text{Cd}$  and  $^{208}\text{Pb}$  in a 10  $\mu\text{g/L}$  multielement solution, (measured once every ten minutes, using no internal standardization) should be < 4% RSD over 4 hours.
10. Data Acquisition: The ICP-MS system shall be capable of automatically collecting mass spectral data over the full 1-269 amu mass range, and determining and printing elemental concentrations for all major, minor, and trace elements in the analysis solution. The system shall scan the entire mass range or selected mass ranges at a rate of up to 2400 amu/sec. To take advantage of alternate sampling devices like FIAS and Laser Sampling, that produce fast transient peaks, the system shall be able to do peak hopping among individual user-selectable analyte peaks using a quadrupole settling time of 200  $\mu\text{s}$ .
11. Time-Resolved Data Acquisition: For the purpose of monitoring transient time resolved signals, the ICP-MS system shall be able to do 10 full range mass scans/second.
12. Sensitivity: Using one set of tuning conditions a sensitivity of at least  $30 \times 10^6$  cps/ppm for  $^{115}\text{In}$  must be achieved, while maintaining a  $\text{CeO}^+/\text{Ce}$  ratio of less than 3.0%
13. Precision: Under normal operating conditions, using a solution of 10  $\mu\text{g/L}$  of Mg, Cu, Cd, and Pb, the system shall have a coefficient of variation (RSD in percent) of better than 3% for a maximum of 10 repeat measurements using a 3 second counting time.
14. Detection Limits: Using a sufficiently clean blank solution, the system supplied must provide at least the following detection limits for the specified elements under normal temperature plasma conditions:

| <u>Element</u> | <u>Detection Limit (ppt)</u> |
|----------------|------------------------------|
| Be             | 15                           |
| Co             | 2                            |
| In             | 0.5                          |
| U              | 0.5                          |

15. Oxides: Under normal operating conditions, the peak intensity of the cerium oxide ion shall have an intensity no greater than 3% of the intensity of the corresponding cerium ion.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

**AUTOMATED ANALYSIS:**

1. The system shall allow unattended analyses and control the auto sampler and ICP-MS spectrometer.
2. The system shall allow multi-elemental quantitative analysis, multi-element qualitative analysis, multi-element semi-quantitative analysis, isotope ratio and isotope dilution measurements.
3. All the above measurement protocols outlined in section b) should be achievable in one automated run without operator intervention.

**SERVICE AGREEMENT AND TRAINING REQUIREMENTS:**

**Service agreement**

Service engineer must be factory trained and employed by instrument vendor. A 24-hour call back for instrument problems from service engineer and 72-hour on-site response is required.

1. The installation, setup, familiarization, and testing of all components of the system must be completed by the awarded vendor using the vendor's personnel at the end user's laboratory.
2. Bidders must include a one-year manufacturer's standard warranty.
3. The manufacturer of the equipment must be the provider of the service agreement.
4. If the bidder has additional features that would enhance the capability of the system's performance, including both hardware and software that are listed in the specifications, provide detailed information including cost as an option with the bid.
5. TRAINING: Tuition for 1 person to a 3 day basic ICP-MS training course is to be included in the proposal at a minimum. The vendor's ICP-MS applications chemist should be available at no extra charge via phone or email for the life of the instrument. Vendor training must be provided at the vendor's training facility. All travel-related expenses are to be paid by the contractor.

**TRADE-IN:** Bidders to provide a trade-in cost for the existing Thermo Jarrell Ash PQ Excell ICP/MS. Itemize any discounts or trade-in allowances (if applicable) for the PQ Excell ICP/MS currently in use by the Analytical Services Metals laboratory.

**IV. Information for Offerors to Submit**

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JANUARY 2006):** Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

To be considered for award, all bids must include, at a minimum, the following information. The bid must contain all required information listed below. Offerors should restate each of the items listed below and provide their bid immediately thereafter. **All information should be presented in the listed order:**

**Cover Letter** – Submit a cover letter, which includes a summary of the offeror's ability to perform the services described herein and a statement that the offeror is willing to provide this instrument and enter into a contract with the South Carolina Department of Health and Environmental Control. The cover letter must state that the offeror will comply with all requirements of the Competitive Best Value Bid. The cover letter must be signed by a person having the authority to commit the offeror to a contract.

Bidders are to respond to each specification in the order specified under Section III., Scope of Work/Specifications.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

**The bidder is to submit ONE ORIGINAL AND FIVE copies including, but not limited, to the following information for consideration and evaluation:**

1. Cost – all-inclusive; all components as identified under Section III. Scope of Work/Specifications (Bidding Schedule found in Section VIII. Bidding Schedule/Cost Proposal of solicitation).
2. Bidders are to respond to each specification in the order specified under Section III. Scope of Work/Specifications.
3. Specifications/Technical Requirements:
  - a. Provide documentation including, but not limited to, the criteria specified under Section III., Scope of Work/Specifications
  - b. Provide complete up-to-date illustrated catalog data sheets with manufacturer's printed specifications covering the instrumentation/equipment bid. This material should be sufficiently detailed to permit DHEC to properly evaluate.
  - c. Maintenance/Support (must be provided by the manufacturer):
    - 1) Describe Manufacturer's Standard Warranty
    - 2) Describe services provided (on-site and off-site) on an annual basis under the maintenance support agreement
    - 3) List number of preventive maintenance service calls on an annual basis
4. Experience and Qualifications
  - a. Provide a description of company profile, structure, and length of time in business and specific experience to indicate the ability to provide equipment and services as required herein
  - b. State the number of years your company has been providing this type of service
  - c. Statement that offeror can meet the requirements of Part V., Qualifications
5. References: Furnish at least two references from previous clients that the bidder has supplied similar systems with applications specified herein, to include drinking water analysis (preferably state laboratories). Include the name of the facility, address, telephone number, and the name of the contact person who is in a position to evaluate the general quality of the system that bidder is bidding. The State reserves the option to contact the references.
6. Furnish a statement that the bidder can meet the performance time-frame as specified under Section V. Qualifications.
7. If the bidder has additional features that would enhance the capability of the instrument's performance, provide detailed information.
8. The State reserves the right to request any additional information it deems necessary to make the final decision concerning the bidder's ability to provide the equipment requested herein prior to entering into a contract.

**MINORITY PARTICIPATION (JAN 2006)**

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ NO

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ NO

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ NO

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

### **V. Qualifications**

**QUALIFICATION OF OFFEROR (JANUARY 2006):** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

**SUBCONTRACTOR – IDENTIFICATION (JANUARY 2006):** If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

**PERFORMANCE TIME-FRAME:** Due to the source of funds allocated for this project, loss of funds may result after June 30, 2008. All items must be delivered, installed, operations to the satisfactions of the DHEC end-user, and the invoice receiver prior to this date. The ability to meet this requirement may be a factor in the award process.

### **VI. Award Criteria**

**AWARD CRITERIA – BEST VALUE BIDS (JANUARY 2006):** Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State.

**AWARD TO ONE OFFEROR (JAN 2006):** Award will be made to one Offeror.

**CALCULATING THE LOW BID – MAINTENANCE (JAN 2006):** In calculating the low bid, the price of your annual maintenance, less any included initial warranty period, will be considered.

**EVALUATION FACTORS – BEST VALUE BIDS (JANUARY 2006):** Offers will be evaluated using only the factors stated below. Numerical weightings are provided for each evaluation factor. All evaluation factor, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for

# **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

## **BID NUMBER: CBVB-33472-4/29/08-EMW**

each offer. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

|  |     |
|--|-----|
| Cost                                   | 60% |
| Specifications/Technical Response      | 25% |
| Experience, Qualifications, References | 15% |

The State will be the sole judge as to whether an offeror's bid has or has not satisfactorily met the requirements of the Competitive Best Value Bid.

### **VII. Terms and Conditions -- A. General**

**ASSIGNMENT (JANUARY 2006):** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

**BANKRUPTCY (JANUARY 2006):** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**CHOICE-OF-LAW (JANUARY 2006):** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JANUARY 2006):** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

#### **DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES (JANUARY 2006):** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**EQUAL OPPORTUNITY (JANUARY 2006).** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS (JANUARY 2006):** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**FIXED PRICING REQUIRED (JANUARY 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**NON-INDEMNIFICATION (JANUARY 2006):** Any term or condition is void to the extent it requires the State to indemnify anyone.

**NOTICE (JANUARY 2006):** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT (JANUARY 2006):** (a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

**PUBLICITY (JANUARY 2006):** Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PURCHASE ORDERS (JANUARY 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**SETOFF (JANUARY 2006)** The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**SURVIVAL OF OBLIGATIONS (JANUARY 2006):** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**TAXES (JANUARY 2006):** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JANUARY 2006)** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**THIRD PARTY BENEFICIARY (JANUARY 2006)** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

**WAIVER (JANUARY 2006)** The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

**VII. Terms and Conditions – B. Special**

**CHANGES (JAN 2006):**

(1) **Contract Modification.** By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) **Adjustments of Price or Time for Performance.** If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) **Claim Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

**CISG (JAN 2006):** The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

**COMPLIANCE WITH LAWS (JANUARY 2006):** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONTRACTOR'S LIABILITY INSURANCE (JANUARY 2006):** (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

**COMMERCIAL GENERAL LIABILITY:**

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

**BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):**

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

**WORKER'S COMPENSATION:**

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

**CONTRACTOR PERSONNEL (JANUARY 2006):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**CONTRACTOR'S OBLIGATION – GENERAL (JANUARY 2006):** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

**CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006):** Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

**DAMAGES LIMITATION (JANUARY 2006)** Contractor's maximum liability, if any, to the State for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages. The above limitations of this clause do not apply to any claim for intellectual property infringement or to the clauses entitled "Indemnification – Third Party Claims" or "Intellectual Property Infringement".

**DEFAULT (JAN 2006):**

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

**INDEMNIFICATION - THIRD PARTY CLAIMS (JANUARY 2006):** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

**INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006)** (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefore, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its

## **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

**LICENSES AND PERMITS (JAN 2006):** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**MATERIAL AND WORKMANSHIP (JAN 2006):** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

**OWNERSHIP OF DATA & MATERIALS (JAN 2006):** All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

**PRICE ADJUSTMENTS (JANUARY 2006):** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services” (JANUARY 2006):** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).

**PRICING DATA – AUDIT – INSPECTION (JAN 2006)** [Clause Included Pursuant to § 11-35-1830, - 2210, & - 2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

**RELATIONSHIP OF THE PARTIES (JANUARY 2006):** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**SHIPPING / RISK OF LOSS (JAN 2006):** F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause)

**TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006):** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

**TERM OF CONTRACT – OPTION TO RENEW (JAN 2006):** At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006):** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

**WARRANTY – ONE YEAR (JAN 2006):** Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation.

**YEAR 2000 WARRANTY (JAN 2006):** Contractor represents and warrants that the equipment is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the equipment will operate during each such

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century.

**VIII. Bidding Schedule – Price/Business Proposal**

Cost information must be submitted in a separate sealed envelope.

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document:

The cost bid must be an all-inclusive cost for all requirements as specified in this solicitation document. If there are additional charges to support any of the specifications/technical requirements listed, these charges must be itemized under "Other Charges". No costs will be allowed or paid by SCDHEC during the contract period that are not included in this Bidding Schedule.

| Description   | Unit Cost | Total Amount |
|---|-----------|--------------|
| Quadrupole Inductively Coupled Plasma-Mass Spectrometer               |           |              |
| Other charges (itemize if any)  |           |              |
| Trade-in of Thermo Jarrell Ash PQ Excel ICP/MS                        |           |              |
| Cost for maintenance for system (five additional years)               |           |              |
| <b>TOTAL BID PRICE (including five-year maintenance and trade-in)</b> |           |              |

OPTIONAL – If the bidder has additional features that would enhance the capability of the system's performance, provide detailed information including cost as an option with the bid.

U.S. End Product (Y/N)? \_\_\_\_\_ S.C. End Product (Y/N)? \_\_\_\_\_

Maintenance/Support agreement (five additional years paid on annual basis in year due)

Maintenance/support agreement will start at the end of the manufacturer's standard warranty. Payment for maintenance/support will be made on an annual basis in year due.

| MAINTENANCE                      | COST      |
|----------------------------------|-----------|
| Manufacturer's Standard Warranty | No charge |
| Maintenance/Support Year 1       |           |
| Maintenance/Support Year 2       |           |
| Maintenance/Support Year 3       |           |
| Maintenance/Support Year 4       |           |
| Maintenance/Support Year 5       |           |

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

**IX. Attachments to Solicitation**

1. Important Tax Notice – Nonresidents Only
2. Income Tax Credit
3. Bidder's Checklist

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

-----  
Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

-----  
For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at [www.sctax.org](http://www.sctax.org).

-----  
This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 6/26/01)  
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_

2. Trade Name, if applicable (Doing Business As):  
\_\_\_\_\_

3. Mailing Address: \_\_\_\_\_

4. Federal Identification Number: \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Beneficiary of Trusts and Estates:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- ☐ The South Carolina Secretary of State or  
☐ The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_  
Date

If Corporate officer state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

**BID NUMBER: CBVB-33472-4/29/08-EMW**

---

**INCOME TAX CREDIT**

References: SC §12-6-3350 – Income Tax Credit for State Contractors Having  
Subcontracts with MINORITY Firms

Taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$50,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits.

The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

Questions regarding the tax credit and how to file are to be referred to:

**SC Department of Revenue**

Research and Review

Phone: (803) 898-5786

FAX: (803) 898-5888

Reference: SC §11-35-5010-Definition for Minority Subcontractor  
SC §11-35-5230 (B)–Regulations for Negotiating with State Minority Firms

The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to:

Governor's Office of Small and  
Minority Business Assistance

Phone: (803) 734-0657

FAX: (803) 734-2498

**BIDDER'S CHECKLIST**  
**AVOID COMMON BIDDING MISTAKES**

**REVIEW THIS CHECKLIST PRIOR TO SUBMITTING YOUR BID.**  
**IF YOU FAIL TO FOLLOW THIS CHECKLIST, YOU RISK HAVING YOUR BID REJECTED.**

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOID BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.  
Responsiveness will be evaluated against the solicitation, not against this checklist.  
You do not need to return this checklist with your response.